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#### **Contract Database Metadata Elements**

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Indian River Central School District  
And Csea (Non-Instructional Unit)

SD  
GEN

**BY-LAWS AND PROCEDURES FOR NEGOTIATIONS**

**BETWEEN**

**INDIAN RIVER SCHOOL UNIT**

**JEFFERSON LOCAL - CSEA, INC.**

**AND**

**BOARD OF EDUCATION**

**INDIAN RIVER CENTRAL SCHOOL DISTRICT**

**PHILADELPHIA, NEW YORK 13673-0308**

**JULY 1, 2001 - JUNE 30, 2004**

**RECEIVED**

**DEC 10 2003**

**NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD**

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## **PREAMBLE**

All parties concerned recognize that the best interests of public education will be served by establishing procedures to provide an orderly method for the Board and representatives of the Association to negotiate matters of mutual concern and to seek a mutually satisfactory agreement on these matters. To this end, free and open exchange of views is desirable and necessary, with all parties participating in deliberations.

## **ARTICLE I** **RECOGNITION**

### **Section A**

The Indian River Central School District, employer, recognizes the CSEA Local 1000 AFSCME/AFL-CIO, Indian River Central School District Unit, as the exclusive representative for collective negotiations with respect to salaries, wages, hours and all other terms and conditions of employment, for all employees, excluding the Superintendent of Buildings and Grounds, the District Head Custodian, cafeteria manager, nursing supervisor, transportation supervisor, Supervisor of technical services, Clerk of the Board of Education, all existing positions in the District Office, including existing Curriculum office staff, secretary to the Superintendent of schools, District Treasurer and District Tax Collector, in a unit composed of all support employees (custodial, grounds, clerical, cafeteria, monitors, aides and registered nurses). In the event that further positions are added to the District office staff, the District will meet with the Association to discuss whether such position shall be covered by this Agreement.

### **Part-Time Employees**

The following provisions of the 2001-2004 Indian River School Unit agreement currently apply to employees working less than 4 hours per day:

1. Article I - all sections apply. Section A will be modified when negotiations for the successor agreement are completed.
2. Article II - all sections apply.
3. Article III - Grievance Procedure
4. Article IV - Applies.
5. Article V - Sections A, E, F, and G apply.
6. Article VI - Section A, E, H(1-3), J(1,2,3,4,6,8), M, O, Q, S, U, V, Y apply.

In addition, it is agreed that an employee's day is equal to the number of hours regularly assigned. Therefore, one day of personal leave entitles the employee not to work their regular hours for one day, whether that is three hours or eight hours.

### **Section B**

The Board agrees not to negotiate with any other party than the Association for the duration of this Agreement.

### **Section C**

The Indian River Central School Unit of CSEA affirms that it does not assert the right to strike against any government, to assist or participate in such a strike.

## **Section D**

In the event new titles are created by the employer during the term of the this Agreement, the Union shall be informed, in writing, fifteen (15) business days prior to the establishment of such new titles in the bargaining unit.

## **ARTICLE II** **DURATION OF CONTRACT**

### **Section A**

This is a three-year contract commencing July 1, 2001 and expiring June 30, 2004.

### **Section B**

Negotiations for a successor contract will commence upon request of either party no later than March 1 prior to the expiration of this contract. The party requesting the first meeting will present all its proposals in detail at that meeting which will be held within the ten (10) business days of the request for negotiations. The proposals will be in such detail and in the form that the proposing party wishes them to be written in the contract. At the second meeting, the other party will respond in the same manner. The second meeting shall occur within twenty (20) business days of the first meeting.

## **ARTICLE III** **GRIEVANCE PROCEDURE**

### **Section A- Declaration of Policy**

In order to establish a more harmonious and cooperative relationship between employees, administrators and members of the Board of Education, which will enhance the education program of the Indian River Central School, it is hereby declared to be the purpose of this procedure to provide a means for orderly settlement of differences, promptly and fairly, as they arise and to assure equitable and proper treatment of employees pursuant to established rules, regulations and policies of the District. The provisions of these procedures shall be liberally construed for the accomplishment of this purpose.

### **Section B - Definitions**

1. Support employees shall mean members of the bargaining unit.
2. Immediate supervisor shall mean the administrator to whom the employee is directly responsible (e.g., head of department, building principal, coordinator, or Superintendent of Schools).
3. Representatives shall mean the person or persons designated by the aggrieved employee as his/her counsel or to act in his/her behalf.
4. Grievance shall mean an alleged violation or misinterpretation of the terms of this agreement.

## **Section C - Basic Principles**

1. It is the intent of these procedures to provide for the orderly settlement of differences in a fair and equitable manner. The resolution of a grievance at the earliest possible stage is encouraged.
2. An employee shall have the right to present grievances in accordance with these procedures, free from coercion, interference, restraint, discrimination or reprisal.
3. An employee shall have the right to be represented at any stage of procedures by the Association and/or counsel.
4. Each party to a grievance shall have access at reasonable times to all written statements and records pertaining to such case.
5. All hearings shall be confidential.
6. It shall be the responsibility of the Superintendent of Schools of the District ("Superintendent") to take such steps as may be necessary to give force and effect to these procedures.

## **Section D - Procedures**

### **1. Stage 1 (Informal Stage)**

The aggrieved employee shall orally present his/her grievance to his/her immediate supervisor, who shall orally and informally discuss the grievance with the aggrieved employee. The immediate supervisor shall render his/her determination to the aggrieved employee within five (5) business days after the grievance has been presented to him/her. If such grievance is not satisfactorily resolved at this stage, it is submitted to the support grievance committee in writing. This committee, upon hearing of the situation and deciding it to be a grievance, meets with the Superintendent or his/her designee to resolve the problem.

### **2. Stage 2**

The Superintendent or his/her designee shall immediately notify the aggrieved employee and committee, immediate supervisor or any other administrator previously rendering a determination in the case to submit written statements to him/her within five (5) business days setting forth the specific nature of the grievance, the facts relating thereto, and the determination(s) previously rendered. Within five (5) business days after receiving the written material, the Superintendent or his/her designee will meet with the committee. If the grievance is not resolved during the meeting(s) with the committee, the Superintendent or his/her designee will render a written decision within five (5) business days. After the meeting(s), the committee will inform the Superintendent when the grievance has been satisfactorily resolved at this stage. If the Superintendent is informed that the grievance has not been satisfactorily resolved during this stage, he/she will make a written decision within five (5) business days after his/her receipt of the notification of continued dissatisfaction.

### **3. Stage 3**

- a. If the grievant and the committee are not satisfied with the decision at Stage 2, an appeal may be filed in writing with the Board of Education ("Board") within fifteen (15) business days after receiving the decision at Stage 2.

b. Within fifteen (15) business days after receipt of an appeal, the Board or a committee thereof shall hold a hearing with the grievant, his/her representative, and all parties in interest on the grievance.

c. Within ten (10) business days after the conclusion of the hearing, the Board shall render a decision in writing on the grievance. Such decision shall be promptly transmitted to the grievant and the Association President.

d. Notwithstanding anything set forth above, the Board, or the committees thereof, shall not be required to meet more often than ten (10) day intervals to process multiple simultaneous grievances.

#### **4. Stage 4 (Arbitration)**

a. If, after the appeal to the Board, the grievant and/or Association are not satisfied with the decision at Stage 3, and the Association determines that the grievance is meritorious, it may submit the grievance to binding arbitration by written notice to the Board within fifteen (15) business days of the decision at Stage 3.

b. Within five (5) business days after such written notice of submission to arbitration, the Association shall request a list of arbitrators from American Arbitration Association. The parties will then be bound by the rules and procedures of the AAA in the selection of an arbitrator.

c. The selected arbitrator will hear the matter promptly and will issue his/her decision not later than thirty (30) calendar days from the date of the close of the hearing, or if oral hearings have been waived, then from the date the final statements and proofs are submitted to him/her. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning, and conclusions on the issues.

d. The arbitrator shall have no power or authority to alter, add to, or delete from the provisions of this agreement. The arbitrator shall have no power to render a decision which is violative of the terms of this Agreement, nor shall the arbitrator have power to render any decision which requires the commission of an act prohibited by law or which interprets the law.

e. The costs for the arbitrator will be borne equally by the Board and the Association.

f. Notwithstanding any other limitations of time previously set forth, all grievances during the life of this Contract shall be initiated within ten (10) business days of occurrence or of the time the existence of a grievance became, or should have become, known.

#### **Section E - Lines of Authority**

##### **Registered Nurses/Health Aides**

Step 1 - Nursing Supervisor  
Step 2 - Business Manager  
Step 3 - Superintendent of Schools  
Step 4 - Board of Education

##### **Maintenance Aides, Building Maintenance Mechanic, Senior Maintenance Mechanic, Custodians, Cleaners, Night Watchperson and Courier, Shipping and Receiving Clerk**

Step 1 - District Head Custodian  
Step 2 - Superintendent of Buildings and Grounds  
Step 3 - Business Manager  
Step 4 - Superintendent of Schools  
Step 5 - Board of Education

(Continued)



**Secretaries, Special Area Secretaries and Teacher Aides (Clerical, Building, Kindergarten, & Library)**

Step 1 - Building Principal  
Step 2 - Business Manager  
Step 3 - Superintendent of Schools  
Step 4 - Board of Education

**Theater Production Technician**

Step 1 - High School Principal  
Step 2 - Business Manager  
Step 3 - Superintendent of Schools  
Step 4 - Board of Education

**PPS/CSE/Federal Programs Special Area Secretaries, Account Clerk, and PPS/CSE Aides (Clerical, Adaptive PE, and Teacher)**

Step 1 - Supervisor of Special Education, CSE  
Step 2 - Business Manager  
Step 3 - Superintendent  
Step 4 - Board of Education

**Account Clerk, Head Cook, Cook, Food Service Helper & Porter**

Step 1 - Cafeteria Manager  
Step 2 - Building Principal  
Step 3 - Business Manager  
Step 4 - Superintendent of Schools  
Step 5 - Board of Education

**Teacher Aide (SYSOP) Help Desk Operator & Micro-computer Repair Technician**

Step 1 - Supervisor of Technical Services  
Step 2 - Assistant Superintendent for Curriculum & Instruction  
Step 3 - Superintendent of Schools  
Step 4 - Board of Education

**Pool Operator/Lifeguard**

Step 1 - Building Principal  
Step 2 - Director of HPERA  
Step 3 - Business Manager  
Step 4 - Superintendent of Schools  
Step 5 - Board of Education

**Section F - Disciplinary Action**

All disciplinary actions shall be subject to the grievance procedure, including but not limited to, disciplinary actions that would otherwise be brought pursuant to Civil Service Law Section 75. In the event that a disciplinary action is imposed against an employee by the District, any grievance will be initiated at the Superintendent's level. This provision constitutes a complete waiver of any and all rights an employee may otherwise possess pursuant to Civil Service Law Section 75.

**ARTICLE IV  
AGREEMENTS**

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PORTION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

## **ARTICLE V**

### **RECIPROCAL RIGHTS**

#### **Section A**

The employer recognizes the right of the employees to designate representatives of the CSEA, Inc., to appear on their behalf to discuss salaries, working conditions, or grievances, and disputes as to the terms and conditions of the contract and to visit employees during working hours with the approval of the Superintendent.

#### **Section B**

The Indian River School Unit of the Jefferson Local of CSEA, Inc. has the right to post notices and communications on the bulletin boards maintained on the premises and facilities of the employer, subject to the approval of the contents of such notices and communications by the Superintendent or his/her designee. The designated agent of the Indian River Central School Unit of the Jefferson Local - CSEA, Inc., shall have the right, after notifying the Superintendent and obtaining his/her permission, to visit the employer's facilities at all reasonable times for adjusting a grievance.

#### **Section C**

Employees who are designated or elected for the purpose of adjusting grievances or assisting in the administration of said contract shall be permitted a reasonable amount of time free from their regular duties to fulfill these obligations, which have as their purpose the maintenance of harmonious and cooperative relations between the employer and employee. The list of those employees who are designated, which will number no more than eight (8), i.e., one per building plus the President of the Association, shall be forwarded to the Superintendent by September 30th of each school year.

#### **Section D**

A Labor/Management Committee shall be established and shall include the President of the Employees Unit, or his/her designated representative, and eight (8) members representing the various employee groups within the Unit. They shall meet as necessary with the Superintendent, or his/her designated representative. The need for the Committee to meet will be determined jointly by the President of the Unit and the Superintendent. The purpose of the Committee shall be to discuss matters not specifically covered by this Agreement, including, as appropriate, matters relating to job duties within particular job titles.

#### **Section E - Access to Employees**

~~The Union, and its designated agents, shall have the sole and exclusive right of access to members of the Bargaining Unit during working hours to administer this Agreement and to explain Civil Service Employees Association-sponsored benefits and programs. The employer agrees that no other representative or organization offering benefits or programs similar to those offered or sponsored by the Civil Service Employees Association, Inc., shall be provided access to the Bargaining Unit employees. The employer further agrees that it will not permit any other organization to hold meetings for the purpose of discussing terms and conditions of employment, or be provided meeting space, on property or premises owned or occupied by the Indian River Central School District with Bargaining Unit employees.~~

## **Section F - Agency Shop**

The Civil Service Employees Association, Inc. having been recognized or certified as the exclusive representative of employees within the Bargaining Unit represented by this Agreement shall have deductions made from the wage or salary of employees of said Bargaining Unit who are not members of the Civil Service Employees Association, Inc., the amount equivalent to the dues levied by the Civil Service Employees Association, Inc., Capitol Station, P. O. Box 7125, Albany, New York 12224.

## **Section G - Mutual Information**

On the effective date of this Agreement, the employer shall supply to the President of the Indian River Central School District Unit of CSEA a list of all employees in the Bargaining Unit showing the employee's full name, home address, social security number, job title, work location, membership status, insurance deduction and first date of employment. Such information shall hereafter be provided to the President of the Indian River Central School District Unit of CSEA on a quarterly basis.

The Association, on or before September 30th of each year, or within five (5) business days of the change in any item of information, shall furnish to the Board a listing of each and every officer of the Association.

On or before September 30th of each year, the Association shall furnish to the Board the name of those persons designated to receive any and all legal papers on behalf of the Association.

The employer shall supply to the President of the Indian River Central School District Unit of the CSEA, on a monthly basis, the name, work location, and date of hire of all new employees. In addition, the employer shall supply a listing of employees who terminate their employment, showing their work location. If the above information is not received by the 10th of the month in which it is due, it shall be the duty of the Indian River Central School District Unit of the CSEA President to remind the Superintendent of this clause in writing.

## **Section H - Association Business**

A total of ten (10) days per year of paid leave for Association business will be available to the Indian River Central School Unit for use by the President, or any member of the Association designated, in writing, by the President. Such leave days will be in non-cumulative annual installments.

# **ARTICLE VI**

## **CURRENT BOARD POLICIES AFFECTING SUPPORT PERSONNEL**

### **Section A - Dues Deduction**

The Civil Services Employees Association, Inc. shall have exclusive rights to payroll deduction dues and any Union-sponsored insurance and benefit program premiums that employees covered by this Agreement may elect. Such dues and premiums shall be remitted to the Civil Service Employees Association, Inc., Capitol Station, P. O. Box 7125, Albany, New York 12224, on a payroll period basis. No other organization shall be accorded any payroll deduction privilege without the express consent and written authorization of the Civil Service Employees Association, Inc.

The employer agrees to submit to the Civil Service Employees Association, Inc., Capitol Station, P. O. Box 7125, Albany, New York 12224, each payroll period a list itemizing the Union deductions of each employee.

### **Section B - Change of Positions**

When a vacancy occurs during the school year within the Bargaining Unit, the following procedure shall prevail:

#### **1. Posting of vacancy**

- a. The job to be filled shall be posted on the bulletin board for a period of five (5) business days. The posting will show: (a) job title; (b) rate of pay; (c) location; (d) hours of work; (e) months worked; and Civil Service classification and qualifications for the position, if known at the time of the posting. The posting shall also indicate a date when all interested applicants must submit an application for the posted position.
- b. When a vacancy occurs during the summer, the Superintendent shall promptly, in writing, notify the President and Vice President of the Unit of this vacancy at any address designated by them. This will satisfy the posting requirement.

#### **2. Filling of vacancy**

- a. All vacancies in a department will be filled within the department, if possible. Filling the vacancy will be according to department seniority according to section c below.
- b. If no one in a department wants to fill the vacancy or has the necessary qualifications, it will be open to anyone outside the department who can fulfill the necessary qualifications. In this case, system seniority will take priority. When an employee with continuous service in the District is assigned to a position previously held, that new employee will be credited with any previous years of service in that position.
- c. No sooner than five (5) business days after posting, the most senior eligible employee shall be offered the job if he meets the following qualifications (a) physical ability, (b) aptitude as determined by the Superintendent, (c) seniority. With "a" and "b" being equal "c" will prevail. (Clarification of this language is provided in Addendum "A")
- d. Other than when an employee is appointed to a position which requires a probationary period as set forth by Civil Service of 8 to 26 weeks, (i.e., a competitive class position) or when an employee is appointed to a job with significantly different duties, any employee appointed pursuant to these provisions shall serve on a trial basis for two (2) business months. If the employee's immediate supervisor determines such employee's work is not satisfactory during such trial period, such employee shall be returned to his/her former position. Employees shall also have the option of returning during the trial period. Substitutes may be hired for the duration of the trial period to fill the position vacated by the person moving into the new position of a probationary or trial basis.

- e. Employees serving in a probationary appointment or on a trial basis pursuant to Article VI, Section B shall not be permitted to apply for any vacant positions until they have completed eight (8) weeks of their probationary period. However, if the employee is on a competitive list they may apply for a vacant position and the eight (8) week period is waived if appointed from the Civil Service list. If the employee is appointed to a new title the probationary period starts again.

### **Section C - Seniority Rights**

The Board of Education recognizes seniority rights. Seniority is years of service based on the date he/she began his/her employ with the school district.

1. Department seniority is determined by the number of years within a department as defined in Article III, Section E.
2. System seniority is determined by number of years in the school system.
3. When changing from one department to another, the employee must start at the bottom of the seniority list of the department he/she is going into, but he/she will maintain his/her system seniority.
4. Seniority for non-competitive and labor class employees is the factor which will prevail in the case of layoff, recall, and reduction in forces. Seniority for competitive class employees will be determined by the Jefferson County Human Resources Department and will prevail in the case of layoff, recall and reduction in force.
5. In the case of job abolishment, reduction in forces, layoff and recall, the following procedure shall prevail:
  - a. The employee involved shall have the right to replace another employee who has a lesser seniority date, providing, however, that the replaced employee has the same title.
  - b. If an employee cannot replace anyone within his/her title because of lack of seniority, he/she may replace someone in another title, within the same department with less seniority, if qualified. For teacher aides, the departments shall be as set forth in Article III, Section E unless a teacher aide with less seniority is still remaining in District service, in which case the teacher aide who would have been laid off shall bump the least senior teacher aide on the other department.
  - c. Before any layoff occurs, the district will notify the President of the Association.
  - d. Recall shall be in reverse order of layoff. A displaced employee shall remain on a recall list for three (3) years after each displacement. Refusal to accept an assignment at the same title and hours offered shall be cause for removal from a recall list. Recall notices to employees shall be sent by certified mail, return receipt requested to the last address of the employee on file in the district office.

Employees who work less than 20 hours per week do not have seniority rights under Article VI. The District will consider and interview less than 20 hours per week employees who apply for a vacant position with more hours in their title, if qualified.

## **Section D - Medical and Dental Insurance**

1. Health Insurance - All employees eligible for health insurance and who participate in the health insurance plan shall contribute five percent (5%) towards the cost of their premium. Employees hired after July 1, 1982 must work 20 hours or more per week to be eligible for the health plan. Commencing July 1, 1997, eligible employees shall contribute eight percent (8%) towards the premium cost of their selected health insurance coverage.

2. Effective July 1, 1983, the District will provide up to \$50 per participating employee for dental insurance premiums. In those cases where two members of the same family are employed by the District, each will be provided up to \$50 toward the insurance premium. Such payment will be made: (a) to a dental plan approved by the Board of Education, (b) for coverage for the individual employee and (c) for employees in pay status and only during such time that they remain in such status. It is understood that the premium contribution for qualified CSEA members shall be the same as the District's premium contribution for IREA members.

3. The District, at the option of employees who retire, will provide additional contribution toward the cost of such retiree's share of monthly health plan insurance premium to a total amount to be determined on the basis of any unused sick leave accruals he/she may have contractually accumulated at the time of retirement at the rate of twenty-five dollars (\$25) per unused sick leave day. Further, an employee who is covered under the health insurance plan may elect the cash payment in lieu of payment of insurance premiums. For retirement purposes, employees not covered by the District's healthcare plan may request payment for any unused accumulated sick leave days at the rate of twenty-five dollars (\$25) per unused sick leave day.

4. Any employee who is otherwise eligible to join the health insurance program but elects not to join shall be paid \$1,200 in the 2001-2002 school year if he/she elects not to join; \$1,300 in the 2002-2003 school year if he/she elects not to join; and \$1,400 in the 2003-2004 school year if he/she elects not to join the healthcare insurance program. A waiver, provided by the District, must be signed by the employee each year in order to elect not to join the health insurance program and receive payment. Payment shall be made at the conclusion of each school year. If an employee has elected not to join he/she will have an opportunity at each window period thereafter to join the health insurance program. In the event that an employee elects to re-enroll in the plan, such payment shall be prorated accordingly. It is understood that this benefit shall not be available to both spouses working for the District, and one elects no coverage while the other elects dependent coverage.

5. The District will provide an IRS 125 Plan for use by members of the bargaining unit.

## **Section E - Personal Business Days**

Support personnel may use three (3) days yearly for personal business. These days shall not be used as vacation or recreation time. No reason need be given for personal business days other than it is personal business. Notification shall be given two (2) business days in advance, barring unforeseen circumstances. Personal business days will not be taken the day before or after vacation without the approval of the Superintendent. Unused personal days shall accumulate as sick leave days.

## **Section F - Retirement**

1. The Board of Education elects to participate in the New York State Employees Retirement System with allowance for prior service.

2. The District will participate in the 1/60th Retirement Plan back to 1938 for support employees.

3. The District will provide the 75G Retirement System effective July 1, 1987.

#### **Section G - Schedule Announcement and Assignment**

Information regarding extra duties, e.g., summer work for ten (10) month employees, will be given to the employee forty-eight (48) hours in advance except in extreme emergencies.

#### **Section H - Sick Leave**

1. One (1) day per working month according to job classification will be allowed to accumulate to 180 days for ten month employees, 190 days for eleven month employees and 200 days for twelve month employees for illness. After an absence of three (3) consecutive days or more, an employee must present a doctor's certificate if requested to do so.

2. Illness in the family: Where personal presence is needed because of illness in the immediate family (viz. parent, children, husband, wife), absence with pay will be allowed for a total of three (3) days per year. These days will not be charged against sick leave time. At the end of the school year, employees' unused illness in the family days will roll over into their sick leave account.

3. Five (5) days with pay will be allowed for each death in the family, which includes husband, wife, children, brother, sister, in-laws, parents, grandparents, grandchild, aunt, uncle, or other relative living in the employee's household. These days shall not be charged against sick leave time. Additional days may be granted by the Superintendent.

#### **4. Sick Leave Bank**

The sole purpose of the Sick Leave Bank is to provide additional sick leave to bank members who have exhausted their own sick leave and have suffered an unplanned and prolonged serious illness. The Sick Leave Bank will be administered according to the guidelines below. Recommendations for changes and/or interpretations will be made by the Sick Leave Bank Committee, subject to the approval of the Superintendent of Schools.

- a. All unit members of the staff represented by the CSEA and employed by the Board of Education are eligible for membership.
- b. Application for membership must be made in writing and to the Clerk of the Board of Education. Returning employees must apply on or before July 15 to be eligible for the following school year. New employees must apply on or before the end of the first full week of school to be eligible in that school year. These time limits will be strictly interpreted.
- c. An annual contribution of one (1) day per school year must be made from a member's accumulated sick leave in order to begin or retain membership in the bank.
- d. Days contributed to the Sick Leave Bank are non-refundable.

- e. Persons wishing to terminate membership in the Sick Leave Bank must notify the Clerk of the Board of Education in writing before July 15 or they will continue to be members for the following year.
- f. Before a member can draw on the Sick Leave Bank all of his/her personal sick leave must have been exhausted.
- g. After a member has exhausted his/her personal sick leave, a waiting period as described below must occur before drawing days from the bank.
- h. Employees leaving the school district will have all their unused sick leave added to the sick leave bank.

Each member shall not be eligible for benefits from the Sick Leave Bank until five (5) days for each year of service in the District, up to a maximum waiting period of seventy-five (75) days have elapsed after the beginning of the continuous absence; i.e., a member with four (4) years of service and ten (10) days of accumulated sick leave would have ten (10) days leave without pay covering the period between the time his/her sick leave had been exhausted and the expiration of the twenty (20) days waiting period before becoming eligible for Sick Leave Bank benefits and would not be able to draw from this Sick Leave Bank until after twenty (20) days.

- i. Benefits received from the Bank will not have to be repaid.
- j. Benefits can be granted only for personal illness of the employee.
- k. Maximum cumulative benefits for any one individual shall not exceed:.....

	Whichever is less	
	WORKDAYS	PERCENT OF BANK
0 - 5 years service in Dist.	20	or 5
6 - 10 years service in Dist.	40	or 10
11 + years service in Dist.	60	or 15

Benefits will be granted only as long as computed days remain available in the Bank.

- l. Benefits will apply only to days on which the member would have normally worked.
- m. Applications for benefits submitted to the Clerk of the Board of Education must be accompanied by a detailed doctor's statement including such things as complete diagnosis, expected duration, physical limitations, etc.
- n. Benefits may be drawn from the bank by any one member only once in a given fiscal year.
- o. Before forwarding all applications for benefits to the Superintendent of Schools for processing, they will be reviewed by a Sick Leave Bank Committee, to be convened as necessary, and composed of the following:

2 members of the Central Office Staff  
2 members of the CSEA Bargaining Unit



- p. The Superintendent of Schools may require a member requesting and/or receiving benefits to submit to a medical examination by a doctor of the District's choice.
- (1) The Indian River CSEA Unit and Board of Education of the Indian River Central School District agree in the understanding that Sick Leave Bank access for pregnant members of the bargaining unit is justified solely due to disabling conditions arising out of pregnancy. It is further agreed that such disability will be upon the determination of a qualified physician chosen by a pregnant applicant for Sick Leave Bank access, with such determination being directed to the District in a timely fashion, but in no case later than the time when such applicant initiates access to the Sick Leave Bank.
- (2) Finally it is understood that should the Superintendent of Schools require a member requesting and/or receiving benefits to submit to a medical examination by a school medical examiner and, upon such medical examiner's examination and consultation with the private physician providing prenatal or postnatal care, should such medical examiner be of the opinion that the member requesting and/or receiving benefits is not disabled, then the Superintendent of Schools will forward the school medical examiner's report to the Sick Leave Bank Committee for its determination as to eligibility of the requesting member to receive the benefit.

#### **Section I - Vacations**

1. All support employees in twelve (12) month active status will be allowed vacations as follows:  

After one year of service .....	2 weeks
After seven years of service .....	3 weeks
After fifteen years of service .....	4 weeks
After twenty years of service .....	5 weeks
2. Vacation requests will be submitted by employees in writing to the Superintendent of Schools or his/her designee with thirty (30) days prior notice, and employees will receive an answer within ten (10) business days of submission.
3. In case of conflicts where too many employees, as determined by the Superintendent or his/her designee, request the same vacation periods, departmental seniority will apply.
4. All vacations will be subject to the availability of staff to maintain essential operations.
5. The Superintendent or his/her designee will notify personnel of the approved vacation schedule as soon as possible, but no later than December 15, March 15, June 15 and September 15, as appropriate.
6. The employer will allow one (1) week's vacation to any part-time employee employed twelve (12) months of the year and the employee will be compensated at the rate of his weekly earnings of that year.
7. Legal holidays will be New Year's Day, President's Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Columbus Day, Veteran's Day, Thanksgiving, Christmas and Martin Luther King Day.
8. All full time custodians and cleaners are to work on weekdays not designated as legal holidays. (Examples: Teacher Conference Day, Friday following Thanksgiving, Christmas vacation, mid-winter vacation and spring vacation), unless otherwise determined by the Superintendent.

9. If school is in session on any of the above named days, it is considered a regular working day. When any of the above legal holidays falls on a Saturday or Sunday, the full time twelve-month employee may, at the discretion of the Superintendent, be paid one (1) day's wage (regular time) or be given a day off.

#### **Section J - Cafeteria**

1. Part-time cafeteria workers will be allowed the same sick leave benefits as other support personnel.
2. All persons who are connected with food preparation, serving or working in a related capacity pertaining to the cafeteria shall have an annual physical examination by the school physician who is designated to perform such examination. Food Service personnel may make individual appointments to have their physical examination completed. The examination will be rendered at the doctor's office and must be accomplished during the month of July. Food Service personnel wishing to submit to such physical examination within the prescribed time period through the services of their own physician may do so at their own expense. In the case of substitute Food Service personnel appointed during the school year, such physical will be a prerequisite to consideration for appointment.
3. When the services of District food service staff are required by outside agencies using school facilities, the District will compensate food service staff at the rate of \$10.00 per hour.
4. All staff members will work on such days as parent-teacher conference days and teacher workshop days as part of their regular duties. The Superintendent or his/her designee shall set the working hours and assignments for each employee on such days.
5. The Lead Food Service Helper will receive a \$500 differential in schools with less than 300 students; \$650 differential in schools with 301-700 students; and \$800 differential in schools with more than 700 students.
6. For each building in the District, the District shall annually, on or about August 1, following the completion of the school year, pay a sum equal to \$1 times the Average Daily Participation ("ADP") in such building. Such sum shall be paid to all employees assigned to such building in proportion to the actual average hours of each employee to the total number of hours scheduled in such building.

#### **EXAMPLE:**

Assume that the ADP for the building is 270 and there are three employees in the building: Employee A working an average of 2 hours, Employee B working an average of 3 hours and Employee C working an average of 4 hours. The payment for each is as follows:

Employee A	-	$2/9 \times \$270 = \$60$
Employee B	-	$3/9 \times \$270 = \$90$
Employee C	-	$4/9 \times \$270 = \$120$

7. Employees required to attend the "lead food service" meetings outside the employee's regular hours of employment will be paid the regular hourly rate for each hour in attendance at such meeting.
8. Employees authorized to attend food service related conferences or seminars will be reimbursed for expenses by the District.

9. If an employee fills in for the Lead Food Service Helper for five consecutive full work days, that employee will receive a prorated stipend payment on the sixth consecutive day and for each additional consecutive workday while serving in that capacity, which shall be paid retroactive for the previous five consecutive workdays.

#### **Section K - Custodians**

1. District Head Custodian shall be in charge of all custodial employees to direct and supervise their work.
2. The Board grants permission for two employees to attend Boiler Conference or Fire-Eye School, with expenses paid by the district.
3. The Board of Education authorizes the Superintendent to offer regular custodial personnel extra pay for working holidays. Such additional work must first be offered to regular custodial personnel. If the regular custodial personnel are not interested, an outsider may be employed for holiday work.
4. When custodian services are required by an outside organization using school facilities, the custodian is to be paid by the District.
5. Any regularly employed custodian will work 40 hours, Monday through Friday. If authorized by the Superintendent, The Superintendent of Buildings and Grounds, or the District Head Custodian to work Saturday and/or Sunday (such as a building check), he/she will be compensated for a minimum of 2 hours of overtime. Further, any emergency call back after custodian/cleaner's regular shift will also be compensated a minimum of 2 hours of overtime. The 2-hour minimum will not apply if called in one hour prior to the start of their regular shift.
6. Custodian responsible for the school, school grounds, equipment, and extra help will be paid \$600 (for buildings with less than 300 students regularly assigned to such building); \$800 (for buildings with 301-700 students regularly assigned to such building); \$1,000 (for Custodial Shift Supervisors assigned to the Middle and High School); and \$1,500 (for buildings with more than 700 students regularly assigned to such building) extra per year.
7. Employees regularly assigned to the second shift (3:00 P.M. to 11:00 P.M.) shall receive an additional \$400 per year. Employees regularly assigned to the third shift (9:00 P.M. to 5:00 A.M.) shall receive an additional \$600 per year. In the third year of the contract, these amounts will change to \$500 and \$700 per year, respectively.
8. Eligible employees will be informed of their right to claim reimbursement for use of their personal vehicle while on school business at the approved Internal Revenue Service (IRS) rate upon notification of such rate from the Jefferson-Lewis BOCES.
9. If an employee fills in for the Head Building Custodian for five consecutive full workdays, that employee will receive a prorated stipend payment on the sixth consecutive day and for each additional consecutive workday while serving in that capacity which shall be retroactive for the previous five consecutive workdays.

#### **Section L - Maintenance**

1. When called in on the weekend or after his/her regular shift they will be compensated for a minimum of 2 hours of overtime. The 2-hour minimum will not apply if called in one hour prior to the start of their regular shift.

### **Section M - Night Watchperson**

Any night watchperson employed by the District will have the duties specified by the Superintendent and will be paid the same rate as a Cleaner.

### **Section N - Secretarial and Clerical**

1. The specific duties of the employee will be at the discretion of the immediate supervisor.
2. Four secretaries may be authorized to attend the Secretaries Conference with their legal expenses paid by the School District, and two additional secretaries are authorized to attend at their own expense.
3. Secretaries completing the Professional Standards Program will be paid an additional \$300 per year upon presentation of their certificate. If secretaries complete Professional Standards Program Part II, they will be paid an additional \$300 per year.

### **Section O - Teacher Aides (Building Aides, Kindergarten Aides, Library Aides, Clerical Aides, SYSOPS, Special Education Aides, Adaptive PE Aides)**

1. Job descriptions for teacher aides are available in the district office.
2. Employees authorized to attend work related conferences will be reimbursed for expenses by the District.
3. For courses mandated by the District which are not for the purpose of maintaining certification or State required mandates, the District will reimburse in full for the cost of required materials, books, and tuition. The District will pay the teacher aide's hourly rate for time spent in the classroom.

### **Section P - Registered Nurses/Health LPN Aides**

1. A maximum of three RNs or two LPNs, in a school year, may attend a nurses' conference or workshops with prior approval of their supervisor and the Superintendent. Expenses for approved conferences will be paid by the District. There must always be an RN on duty during regular school hours, as a result, they will have a 30-minute paid lunch because they cannot leave the building and it may be interrupted.
2. The District will reimburse the total cost of tuition for RNs and LPNs who complete credited college courses approved by their supervisor and Superintendent.

### **Section Q - Longevity**

All classifications of employees will receive:

- \$500 above regular salary beginning in their 10th year
- \$800 above regular salary beginning in their 15th year
- \$1,100 above regular salary beginning in their 20th year
- \$1,500 above regular salary beginning in their 25th year
- \$1,800 above regular salary beginning in their 30th year

## **Section R - Pay Dates**

A pay date schedule will be published prior to September 10 of each school year. The schedule provides for pay every other Friday, whenever possible. Support personnel will have the option of 21 or 25 pays and will designate their choice of option by the end of the second day of school in September. At such time as the IREA agrees to remove the 25 pay option, such option shall also be applicable to members of this unit.

## **Section S - Overtime**

Employees of the support staff, upon request of the Superintendent or his/her designee, may wish to work on special projects which are not considered part of their regular work duties. These special projects would be completed during other than normal working hours. Rates of pay will be determined by mutual contract agreement between the individual and the District. Any work done under contract agreement will be exempt from all provisions of overtime and time and one-half. Special projects would not include work already described in the negotiated contract such as after school cleaning and checking boilers.

No full time employees will be allowed to work overtime and receive overtime pay without special permission of the Superintendent or his/her designee. An employee who is specifically requested by his/her immediate supervisor to work overtime can assume that such request has been authorized by the Superintendent or his/her designee.

When overtime is permitted, it will be paid at the rate of time and one-half, unless otherwise noted in this Article.

All approved leave time will be counted as time worked in the computation of overtime.

## **Section T - Jury Duty**

Personnel serving on jury duty shall have their regular pay reduced by the amount of jury pay they receive.

## **Section U - Emergency Closing Days**

1. When school is not opened because of weather conditions, the Superintendent shall determine which specific employees shall report to work. Those workers required to report will be paid an additional time and one-half for such hours of service.

2. The District Head Custodian will contact second and third shift custodial personnel as to a determination of whether to report to work or not during times of early school closing due to adverse weather conditions.

## **Section V - Resignations**

In all cases of resignations, employees are expected to provide, in writing, a minimum of thirty (30) days notice. This thirty day period may include exercising of accrued vacation time still available. Unusual requests necessitating quicker release from employment will be treated on an individual basis as determined by the Superintendent.

## **Section W - Promotions/Job Changes**

1. Depending on an applicant's experience, the District reserves the right to hire at a higher rate up to twelve percent (12%) in excess of the specified hiring rate.

## **Section X - Salary Schedule**

### **Subsection 1. Salary Increases for Continuing Employees**

- a. For July 1, 2001 - June 30, 2002, each employee shall receive an 8.45% increase to their base rate of pay.
- b. For July 1, 2002 - June 30, 2003, each employee shall receive a 4.25% increase to their base rate of pay.
- c. For July 1, 2003 - June 30, 2004, each employee shall receive a 4% increase to their base rate of pay.

### **Subsection 2. Hiring Rates**

<b>Title</b>	<b>Hours/Day</b>	<b>Days/Year</b>	<b>Hourly 2001-2002</b>	<b>Hourly 2002-2003</b>	<b>Hourly 2003-2004</b>
<b>Head Cook</b>	8	260	\$11.04	\$11.43	\$11.80
<b>Cook</b>	8	School Calendar	\$9.02	\$9.34	\$9.64
<b>Food Service Helper</b>	Varies	School Calendar	\$7.71	\$7.98	\$8.24
<b>Porter-Courier</b>	8	260	\$7.71	\$7.98	\$8.24
<b>Teacher Aides (BA, KA, LA, CA, SYSOP, SEA, APEA)</b>	Varies	School Calendar	\$8.29	\$8.58	\$8.86
<b>Account Clerk</b>	Varies	260	\$11.08	\$11.46	\$11.84
<b>Registered Nurse</b>	Varies	School Calendar	\$14.65	\$15.17	\$15.66
<b>Health Aide</b>	Varies	School Calendar	\$9.21	\$9.54	\$9.85
<b>Secretary, Senior High</b>	Varies	260	\$12.59	\$13.04	\$13.46
<b>Secretary, Middle School</b>	Varies	260	\$11.95	\$12.37	\$12.77
<b>Secretary, Intermediate School</b>	Varies	260	\$11.95	\$12.37	\$12.77
<b>Secretary, Primary School</b>	Varies	260	\$11.95	\$12.37	\$12.77
<b>Secretary, Special Area</b>	Varies	Varies	\$11.95	\$12.37	\$12.77
<b>Receiving Clerk</b>	8	260	\$7.71	\$7.98	\$8.24

(Continued)

<b>Title</b>	<b>Hours/Day</b>	<b>Days/Year</b>	<b>Hourly 2001-2002</b>	<b>Hourly 2002-2003</b>	<b>Hourly 2003-2004</b>
<b>Micro-computer Repair Technician</b>	8	260	\$14.23	\$14.73	\$15.20
<b>Help Desk Operator</b>	8	260	\$12.10	\$12.52	\$12.93
<b>Custodian</b>	8	260	\$9.52	\$9.86	\$10.18
<b>Cleaner</b>	8	260	\$7.71	\$7.98	\$8.24
<b>Maintenance Aide</b>	8	260	\$9.43	\$9.76	\$10.08
<b>Building Maintenance Mechanic</b>	8	260	\$12.74	\$13.19	\$13.61
<b>Senior Building Maintenance Mechanic</b>	8	260	\$13.24	\$13.70	\$14.15
<b>Pool Operator/ Lifeguard</b>	8	260	\$12.20	\$12.63	\$13.04
<b>Theater Production Technician</b>	8	260	\$12.20	\$12.63	\$13.04

## **ARTICLE VII**

### **REIMBURSEMENT FOR COURSE COMPLETION**

**Section A:** Full time employees (who work more than 20 hours/wk.) are encouraged to upgrade their skills through educational opportunities offered through the Indian River CSD, Jefferson-Lewis BOCES Adult Education Programs, and undergraduate courses in the SUNY system. The District will reimburse the cost of tuition, books, and required materials to employees who successfully complete such classes. The classes taken, must be directly related to the employee's job assignment, and will require prior approval by the Director of Human Resources. If prior approval is granted, reimbursement will be made subsequent to the employee presenting evidence of payment, along with evidence of attendance at, and completion of the course.

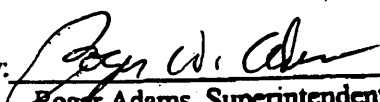
**Section B:** The granting or denial of an employee's request to take a course will not be grievable.

## **ARTICLE VIII**

### **DRESS CODE**

Members of the Indian River School Unit Jefferson Local B CSEA, Inc., are expected to present themselves in a manner consistent with their job responsibilities. Absent unusual circumstances (such as field trips, charitable fund raising, and similar activities), shorts, halter tops, jeans, fatigues, clothing, jewelry, or other items with inappropriate statements, would be considered unsuitable.

**FOR THE DISTRICT:**

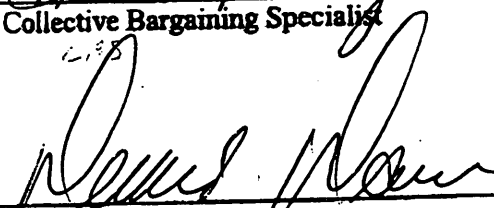
By:   
Roger Adams, Superintendent

8/25/01  
Date

**FOR THE CSEA Local 1000 AFSCME/AFL-CIO:**

By:   
Collective Bargaining Specialist

8/28/01  
Date

By:   
Union President

8/30/01  
Date



**Subsection 3 Clarification  
Seniority Appointments**

3. "No sooner than five (5) business days after the posting..." This means that at least (5) business days must have passed after the posting was officially made known to the unit.

"the most senior employee shall be offered the job..." This means that the employee with the most seniority as determined by official Civil Service means shall be offered the job.

"if he/she meets the following qualifications..." This means that the seniority component is affected by what comes next.

"physical ability" This means strength, dexterity, etc. of body to do the job.

"aptitude, as determined by the Superintendent of Schools" This means the ability to do the job as determined by the Superintendent of Schools. Only the Superintendent has this power. This assumes the Superintendent's judgment to be fair, equitable, and reasonable.

"seniority" This is years of service as determined by the Civil Service Commission.

"with 'a' and 'b' being equal, 'c' will prevail" This means that when the relative abilities and aptitudes of two or more employees are equal, the most senior will get the job. This also assumes that if the most senior is better in these categories, he/she shall be appointed to the position.